

APPENDIX.**I.****Section 10980, O. S. 1931, 42 Okl. St. Ann. § 147:**

Any person against whom a claim is filed under the provisions of the law relating to mechanics' and materialmen's liens may at any time upon three (3) days notice in writing to the claimant discharge such lien by depositing with the Court Clerk in whose office such lien claim has been filed the amount of such claim in cash and executing and filing with such Court Clerk a good and sufficient bond to the claim[ant] and with adequate, solvent sureties conditioned that such person will pay any reasonable attorney's fee and all court costs, and interest, that may be adjudged against him finally by any Court of competent jurisdiction in the event such claimant recovers judgment on such claim in the amount for which such claim is filed; Provided, the deposit of such cash and the execution and filing of such bond shall not operate to discharge such lien until the expiration of five (5) days after the deposit of such cash and the filing of such bond, during which time the lien claimant may apply to such Clerk to have the surety on such bond increased, and if upon such investigation the bond proves to be insufficient the Clerk shall immediately require such additional surety thereon as may be necessary to make such bond solvent, and the lien shall not be discharged until any additional surety ordered shall have been given and approved. In any suit on such claim the sureties on such bond may be made parties defendant and judgment may be rendered in such action on the bond for whatever amount the Court may decree for a reasonable attorney's fee, costs of suit and interest, but in the event the lien claimant does not recover judgment finally for the full amount of the cash deposited no liability shall exist upon said bond and no judgment shall be rendered thereon for any amount, and the balance of such cash deposit over and above the amount of the claim filed shall be returned by such Clerk to the

person depositing same. Appeals may be taken by any party to the action in the same manner and to the same extent as in other civil actions.

II.

Supersedeas Bond.

Know All Men by These Presents:

That we, Consolidated Cut Stone Company, as principal and Maryland Casualty Company of Baltimore, Maryland, as surety, are held and firmly bound unto J. L. Seidenbach in the sum of twelve thousand five hundred dollars (\$12,500.00) for the payment of which sum well and truly to be made, we do bind ourselves and each of us, our heirs, executors and administrators, jointly and severally by these presents.

The condition of the above obligation is such that,

Whereas, in the District Court of Tulsa County, Oklahoma, in the above-entitled cause on the 8th day of March, 1930, it was ordered adjudged and decreed by the court that there be returned to the defendant, J. L. Seidenbach, by the Court Clerk of Tulsa County, Oklahoma, the sum of nine thousand eighty-four and 82/100 dollars (\$9084.82) out of the sum of twelve thousand two hundred sixty-nine and 28/100 dollars (\$12,269.28) theretofore deposited by the defendant, J. L. Seidenbach, with the court clerk of Tulsa County, Oklahoma, to discharge the mechanic's and materialman's lien filed and claimed by the defendant, Consolidated Cut Stone Company, in the total principal sum of twelve thousand two hundred sixty-nine and 28/100 dollars (\$12,269.28) on the

South 50 feet of lot six (6), block one hundred thirty-six (136) of the Original Town now City of Tulsa, Tulsa County, Oklahoma,

and further allowing said lien claim of the defendant, Consolidated Cut Stone Company against said fund so deposited, for the sum of three thousand one hundred eighty-four

and 46/100 dollars (\$3,184.46), and denying the balance of said lien claim of the defendant, Consolidated Cut Stone Company; and

Whereas, the above named principal has appealed from said judgment to the Supreme Court of the State of Oklahoma, and gives this undertaking in order that execution of said judgment shall be stayed pending the determination of said cause on appeal;

Now, Therefore, if said above named principal shall pay to the defendant, J. L. Seidenbach, all interest, costs and damages suffered by the defendant, J. L. Seidenbach, by reason for the staying of the execution of said order, judgment and decree, in case said judgment appealed from shall be affirmed in favor of J. L. Seidenbach in whole or in part, then this obligation shall be void; otherwise, to remain in full force and effect.

In Witness Whereof, we have hereunto subscribed our names this 27th day of March, 1930.

CONSOLIDATED CUT STONE COMPANY,

By J. L. BAUMAN, Its President,
Principal.

Attest:

H. P. PARHAM, *Secretary.*

(Seal)

MARYLAND CASUALTY COMPANY,

By J. F. COMERFORD,
Attorney in Fact, Surety. (Seal)